

ABSTRACT: RFB 7132	OPENING DATE: November 3, 2015
SOLICITATION NO: 7132	SUPPLIES OR SERVICES: As Needed Asphalt Grinding Services

Offeror / Bidder:	Lot 1 Division I	Lot 2 Division II
SC SERVICES, INC	\$ 200,751.50	\$200,751.50
PAVEMENT RECYCLING SXS	\$ 279,270 -	\$ 257,150 -

BIDS TO DEPARTMENT:
DATE: _____

DISTRIBUTION:
____FRONT DESK
____PCO/PS

Received _____

DATE: 11/3/15

BID CLERK: 

BID OFFICER: 

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

SC Services Inc.
P O Box 712994 * Santee, CA 92072
619-443-3394 Office * 619-390-7036 Fax
scservices2.inc@gmail.com
License # 908625

RFB 7132

County of San Diego
Dept. of Purchasing & Contracting
5560 Overland Ave., #270
San Diego, CA 92123-1204

SD CNTY PURCH #15 NOV 03 #1045

#1

48

Bids
Received

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – P&C 600 FORM

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 7132
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ☐ ALL OR NONE
☒ EACH LOT
☐ TOTAL PRICE

UNSPSC Commodity Codes: 721000.0000
721411.0500

ISSUED: OCTOBER 9, 2015

FOR INFORMATION PLEASE CONTACT:

MAUREEN SCHLENTZ

MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

BID OPENING DATE: NOVEMBER 3, 2015

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7132

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION, I AND II HAVE
A REQUIREMENT FOR ASPHALT GRINDING ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE TERMS &
CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU NOVEMBER 30, 2016
FIRST OPTION PERIOD: DECEMBER 1, 2016 THRU NOVEMBER 30, 2017
SECOND OPTION PERIOD: DECEMBER 1, 2017 THRU NOVEMBER 30, 2018

PRICING SUBMITTED IS TO REMAIN FIRM FOR THE TERM PERIOD IDENTIFIED ABOVE. AWARD WILL BE
MADE BY LOT. BIDDERS ARE NOT REQUIRED TO BID BOTH LOTS; HOWEVER, BIDDERS ARE REQUIRED TO
SUBMIT PRICING ON ALL ITEMS IN EACH LOT IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS
SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED
NON-RESPONSIVE.

A VALID CALIFORNIA A GENERAL ENGINEERING CONTRACTOR'S LICENSE IS REQUIRED TO
PERFORM THE SERVICES OF THIS CONTRACT.

CONTRACTOR LICENSE NUMBER: 908625 DIR REGISTRATION NUMBER: 1000030536

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

NAME AND ADDRESS OF BIDDER

SC Services, Inc

STREET, CITY, STATE, ZIP

PO BOX 712994

Santee CA 92072

TELEPHONE: NUMBER (619) 443-3394

FAX TELEPHONE: (619) 390-7036

E-MAIL SCServices2,inc@gmail.com

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND TITLE OF PERSON AUTHORIZED

TO SIGN OFFER:

Bryan Simpson
SIGNATURE

11-3-15
OFFEROR DATE

PRINTED TITLE: President

NOTIFICATION OF AWARD

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No.)

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

By:

DATE:

JOHN M. PELLEGRINO, DIRECTOR

DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

3.2. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.3. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise (DVBE)
Certification #: _____

☒ Small Business Enterprise (SBE)
Certification #: 11SC0304

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Bryan Simpson
Title: President
Company/Organization: SC Services Inc.

Signature: Bryan Simpson
Date: 11-3-15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and ~~SC Services Inc~~ ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR Name: <u>Bryan Simpson</u>	Signature: <u>Bryan Simpson</u>
Title: <u>President</u>	Date: <u>11-3-15</u>
Company/Organization: <u>SC Services Inc</u>	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot I – Division I Initial Term: Date of Award thru November 30, 2016		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 300 ⁰⁰	\$ 12000.00
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 275 ⁰⁰	\$ 2750.00
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 300 ⁰⁰	\$ 6000.00
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 325. ⁰⁰	\$ 19500.00
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 350 ⁰⁰	\$ 14000.00
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 320 ⁰⁰	\$ 6400.00
LOT 1 INITIAL TERM TOTAL: (Transfer Total to Pricing Summary)				\$ 60650.00

Lot 1 – Division I County Option 1: December 1, 2016 thru November 30, 2017		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 330 ⁰⁰	\$ 13200.00
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 302.50	\$ 3025.00
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 330 ⁰⁰	\$ 6600.00
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 357.50	\$ 21450.00
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 385 ⁰⁰	\$ 15400.00
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 352 ⁰⁰	\$ 7040.00
LOT 1 COUNTY OPTION 1 TOTAL: (Transfer Total to Pricing Summary)				\$ 66715.00

COMPANY NAME: SC Services, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 1 – Division I County Option 2: December 1, 2017 thru November 30, 2018		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 363.00	\$ 14520.00
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 332.75	\$ 3327.50
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 363.00	\$ 7260.00
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 393.25	\$ 23595.00
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 423.50	\$ 16940.00
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 387.20	\$ 7744.00
LOT 1 COUNTY OPTION 2 TOTAL: <i>(Transfer Total to Pricing Summary)</i>				\$ 73386.50

*The county will guarantee payment for a minimum of four (4) hours providing equipment does not need repair. Rental rate will stop while equipment is out of service for more than 30 minutes due to breakdown or repair.

**This rate will cover move from vendor's base location to the County jobsite and the subsequent move-off. If job locations change during the same day requiring the grinder to be transported, Contractor will be paid for an additional move.

*** MOVE-ON, MOVE-OFF RATE: This one-time charge will cover move from Contractor's base to County job location and back to Contractor's base at end of job.

ESTIMATED QUANTITIES: THE ESTIMATED QUANTITIES IN SECTION "A", PRICING SCHEDULE ARE PROVIDED SOLELY FOR EVALUATION OF BIDS. THEY REPRESENT APPROXIMATE ANTICIPATED USE BASED ON HISTORICAL USE. IF THE COUNTY'S ACTUAL REQUIREMENTS DO NOT RESULT IN ACTUAL QUANTITIES DESCRIBED AS "ESTIMATED" IN THE PRICING SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR PRICE ADJUSTMENT. ALL TASKS WILL BE BILLED AT THE PRICE PER UNIT FIGURE LISTED ON THE PRICING SCHEDULE. PAYMENT WILL BE BASED ON ACTUAL LOADS HAULED.

COMPANY NAME: SC Services, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 2 – Division II Initial Term: Date of Award thru November 30, 2016		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 300 ⁰⁰	\$ 12000.00
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 275 ⁰⁰	\$ 2750.00
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ 300 ⁰⁰	\$ 6000.00
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 325 ⁰⁰	\$ 19500.00
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 350 ⁰⁰	\$ 14000.00
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ 320 ⁰⁰	\$ 6400.00
LOT 2 INITIAL TERM TOTAL: (Transfer Total to Pricing Summary)				\$ 60650.00

Lot 2 – Division II County Option 1: December 1, 2016 thru November 30, 2017		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 330 ⁰⁰	\$ 13200.00
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 302.50	\$ 3025.00
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ 330 ⁰⁰	\$ 6600.00
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 357.50	\$ 21450.00
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 385 ⁰⁰	\$ 15400.00
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ 352 ⁰⁰	\$ 7040.00
LOT 2 COUNTY OPTION 1 TOTAL: (Transfer Total to Pricing Summary)				\$ 66715.00

COMPANY NAME: SC Services, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 2 – Division II County Option 2: December 1, 2017 thru November 30, 2018		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ 363.00	\$ 14520.00
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$ 332.75	\$ 3327.50
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ 363.00	\$ 7260.00
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$ 393.25	\$ 23595.00
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$ 423.50	\$ 16940.00
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ 387.20	\$ 7744.00
LOT 2 COUNTY OPTION 2 TOTAL: <i>(Transfer Total to Pricing Summary)</i>				73386.50

*The county will guarantee payment for a minimum of four (4) hours providing equipment does not need repair. Rental rate will stop while equipment is out of service for more than 30 minutes due to breakdown or repair.

**This rate will cover move from vendor's base location to the County jobsite and the subsequent move-off. If job locations change during the same day requiring the grinder to be transported, Contractor will be paid for an additional move.

ESTIMATED QUANTITIES: THE ESTIMATED QUANTITIES IN SECTION "A", PRICING SCHEDULE ARE PROVIDED SOLELY FOR EVALUATION OF BIDS. THEY REPRESENT APPROXIMATE ANTICIPATED USE BASED ON HISTORICAL USE. IF THE COUNTY'S ACTUAL REQUIREMENTS DO NOT RESULT IN ACTUAL QUANTITIES DESCRIBED AS "ESTIMATED" IN THE PRICING SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR PRICE ADJUSTMENT. ALL TASKS WILL BE BILLED AT THE PRICE PER UNIT FIGURE LISTED ON THE PRICING SCHEDULE. PAYMENT WILL BE BASED ON ACTUAL LOADS HAULED.

COMPANY NAME: SC Services, Inc.
SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

PRICING SUMMARY

ASPHALT GRINDERS (WITH OPERATORS)		INITIAL TERM	COUNTY OPTION 1	COUNTY OPTION 2	TOTAL (BASIS FOR AWARD)
1	LOT 1 – DIVISION I	60650.00	66715.00	73386.50	\$200751.50
2	LOT 2 – DIVISION II	60650.00	66715.00	73386.50	\$200751.50

COMPANY NAME: SC Services, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	All work To Be done In house				

Total Percent SUBCONTRACTED: 0

SUBMIT THIS COMPLETED FORM AS PAGE 9 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

BUSINESS NAME (PRIME) <i>SC Services Inc</i>	DIR REGISTRATION NO. <i>1000030536</i>	EMAIL ADDRESS <i>scservices2.inc@gmail.com</i>
(Point of Contact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input checked="" type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS
(Point of Contact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		

BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS
(Point of Contact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		

SUBMIT THIS COMPLETED FORM AS PAGE 10 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – BIDDER/OFFEROR DVBE INFORMATION

COUNTY OF SAN DIEGO
BIDDER/OFFEROR DVBE INFORMATION
(DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11-3-15 Bid/Offer No.: RFB 7132

PROJECT TITLE: _____ Project/Activity No.: _____

BIDDER/OFFEROR: _____

BIDDER/OFFEROR REPRESENTATIVE: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
	All work to be done in house		
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ <u>0</u>

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$	3%
	$\text{_____} \times 100 = \text{_____}\%$	*See DVBE Participation information sections for further information.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DVBE “Good Faith Effort” Package

Documentation of Good Faith Effort
(Due within two (2) days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: 11-3-15 Bid/Offer No.: RFB 7132

Project Title: As needed Asphalt Grinding Project/Activity No. : _____

Bidder/Offeror: SC Services, Inc.

Bidder/Offeror Representative: Bryan Simpson, President

Please check off the following to insure you have included them in your documentation:

- ☐ Documentation of “Good Faith Effort” (3 pages including this page)
- ☐ Attachment of Any Additional Supporting Documentation

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DOCUMENTATION OF GOOD FAITH EFFORT

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1. All work To be done In house		<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		<input type="checkbox"/> Yes <input type="checkbox"/> No
13.		<input type="checkbox"/> Yes <input type="checkbox"/> No
14.		<input type="checkbox"/> Yes <input type="checkbox"/> No
15.		<input type="checkbox"/> Yes <input type="checkbox"/> No

- B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations prime contractor bid submittal (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SC SERVICES, INC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) PO BOX 712994	Requester's name and address (optional)	
	6 City, state, and ZIP code SANTEE, CA 92072		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

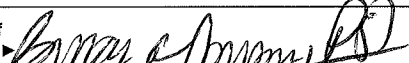
Social security number								
			-				-	
or								
Employer identification number								
4	2	-	1	7	3	5	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11/3/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2015 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

SC SERVICES, INC.

Payee

Name

SC SERVICES, INC.

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

4 2 - 1 7 3 5 1 2 7

Address (apt./ste., room, PO Box, or PMB no.)

PO BOX 712994

City (If you have a foreign address, see instructions.)

SANTEE

State

CA

ZIP Code

92072

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) BRYAN SIMPSON - PRESIDENT Telephone (619) 443-3394Payee's signature ▶  Date 11/03/2015

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

S C SERVICES INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

**A - GENERAL ENGINEERING CONTRACTOR
C27 - LANDSCAPING**

Witness my hand and seal this day,

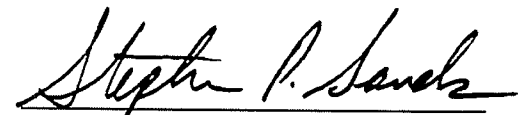
January 3, 2008

Issued January 2, 2008


SIGNATURE OF LICENSEE

SIGNATURE OF LICENSE QUALIFIER

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.


Stephen P. Sands
Registrar of Contractors

908625

License Number

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 7108 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:

- Completed PC 600;
- Completed Representations and Certifications;
- Completed Pricing Schedule;
- Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on November 3, 2015**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on October 21, 2015.**
7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.
7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award,

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

3. For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT("NOI").

E. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS**

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. **DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED**
(Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST**

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **FORMAL BIDS**

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. **INSPECTION**

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

7. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

10. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

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11. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

12. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

13. ESTIMATED QUANTITIES

The Estimated Quantities in Exhibit "C", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

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14. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

16. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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17. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

19. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

20. CONDUCT OF CONTRACTOR

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

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- 20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

21. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

22. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

23. AUDIT AND INSPECTION OF RECORDS

- 23.1. General. The County shall have the audit and inspection rights described in this section.
- 23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

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- 23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

24. PATENT AND COPYRIGHT INFRINGEMENT

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

25. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

26. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

27. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

29. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose,

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distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

31. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

32. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

33. DRUG & ALCOHOL FREE WORKPLACE

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
 - 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

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34. ORDERING

Orders will be placed on as-needed basis. Site contact will provide a task order to the Contractor, as needed, prior to requested delivery, see Section C, Exhibit A – Task Order Information Attachments 1 -2.

35. INVOICES

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release.

36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

37. SEVERABILITY

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

38. CONFORMING STANDARDS

All sand shall conform to specifications as detailed in the statement of work.

39. CONFIRMATION OF RECEIPT AND RESPONSE TIMES

Sand requests will be forwarded to the vendor via email phone or fax. The vendor shall confirm, via email or phone, within one working day after submittal with the details.

40. DELIVERY OF MATERIALS (IF REQUIRED)

Delivery location shall be to the locations listed below:

The County of San Diego
Division I Headquarters
11970 Singer Lane
Spring Valley, CA 91978

The County of San Diego
Division II Headquarters
1579 Osage Street
San Marcos, CA 92069

41. AGREEMENT TERM. This Agreement shall be effective: Date of Award, 2015 (“Effective Date”) and end on November 30, 2016 (“Initial” Term”) for a period of one year.

42. OPTION TO EXTEND. The County’s option to extend is for two (2) increments of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed November 30, 2018, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

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Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each option to extend shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

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SECTION C, EXHIBIT A – STATEMENT OF WORK

GENERAL INFORMATION:

Contractor shall provide a concrete/asphalt cutting service to facilitate repairs to distressed roadways and various concrete structures situated within County right-of-way on an as needed basis. All work performed by the Contractor shall conform to applicable State, Federal and Local rules, laws and governing regulations.

TYPICAL APPLICATIONS:

- Saw cutting for pavement excavation and repair projects.
- Concrete cutting for sidewalks, curbs/gutter, and driveways repairs
- Coring Curbs, concrete walls and slabs etc.,

LICENSING

A valid California C-8 Concrete or D-06 Concrete-Related Services contractor's license is required to perform the services of this contract. Additional services are subject to the provisions of the Subletting and Fair Practices Act, Section 4100 et seq. of the California Public Contract Code.

DUST CONTROL:

Dust generated from cutting or coring operations shall be controlled to ensure compliance with applicable State, Federal and Local rules, laws and regulations. All residual dust and debris shall be cleaned and removed by the Contractor upon completion of work.

CONCRETE SLURRY CONTROL REQUIREMENT:

Appropriate Best Management Practices shall be deployed by the contractor to contain slurry during cutting and coring operations. Slurry must be cleaned and removed by the contractor upon completion of work. All drainage conveyance systems impacted by the cutting or coring operation shall be properly protected against slurry run-off.

HOURS OF OPERATION:

Service shall be provided on an as-needed-basis between the hours of 7:30 a.m. and 4:00 p.m. Tuesday through Friday excluding weekends and/or County observed holidays.

SIGNS AND TRAFFIC CONTROL:

Signs and Traffic Control will be provided by the County.

BID EVALUATION:

Bids will be evaluated based upon a fixed hourly rate for a two-person operation and shall include all equipment, labor and materials required to perform the service for a single hourly rate. The County must approve all work methods proposed by the Contractor prior to issuance of the Purchase Order.

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MINIMUM RATE:

If, after arrival at the start location, the County for any reason cancels the work on the project, the vendor will be paid a two (2) hour minimum rate. Hours in excess of the two (2) hours worked will be paid for the actual hours worked. Compensation for hours worked will commence and end at the job location. No compensation for travel will be provided.

PREVAILING WAGES

The Contractor to whom the contract is awarded shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. Workers must be classified and paid according to the work they actually perform, regardless of union affiliation or other titles or designations. In addition, the contractor must submit the certified payroll along with the invoice for each invoice period.

General Prevailing Wage Determinations are available from the Department of Industrial relations on the INTERNET at <http://www.dir.ca.gov/DLSR/PWD>

The Contractor shall be in compliance with all provisions of the California Labor Code in its most current form. Offerors are cautioned that the Code is subject to change and that they, and not the County, are responsible for responding to these changes.

PAYROLL RECORDS

The contractor's attention is directed to the following provisions of Labor Code Section 1776 (Stats, 1987, Ch. 1249). The contractor shall be responsible for the compliance with these provisions by his subcontractors.

Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work.

DAILY WORK TICKETS:

Daily work tickets must be provided for each workday. Each ticket must contain the following information:

- The Employee's name(s) that worked.
- Date of service.
- Total number of hours worked
- Station area
- Station area Road Crew Supervisor or their authorized representative's signature.

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NOTIFICATION OF SERVICE REQUEST

Services shall be provided on an as needed basis. Site contact will provide a task order form to the Contractor, as needed, prior to requested work to be performed, see Section C, Exhibit A- Statement of Work, Attachments 1 & 2.

INVOICING:

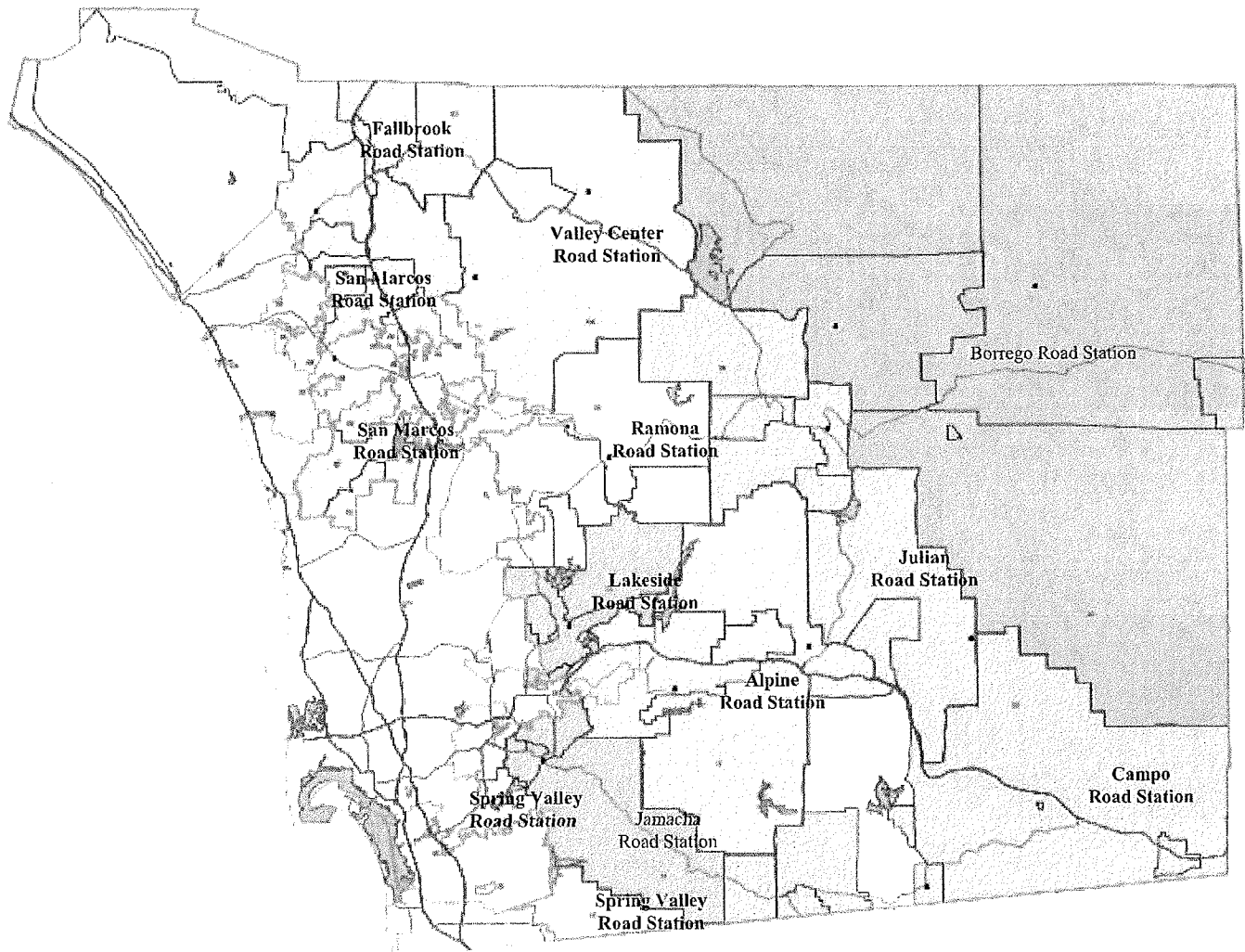
All invoices must contain complete and accurate information. In the event that an invoice error is detected, the Contractor must submit a corrected invoice prior to payment. Invoicing for services shall be provided on a monthly basis to each Division. All invoices must contain the following line-item information:

- Date of service
- Total number of hours worked.
- Corresponding daily work ticket number (Include copy of daily work ticket).
- Include all required prevailing wage documentation with invoices (certified payroll record).

SERVICE LOCATIONS (SEE ATTACHED MAP FOR GEOGRAPHICAL BOUNDARIES)

Lot 1: Division I, Spring Valley	Lot 2: Division II, San Marcos
Alpine Road Station	Borrego Road Station
Campo Road Station	Fallbrook Road Station
Jamacha Road Station	Ramona Road Station
Julian Road Station	San Marcos Road Station
Lakeside Road Station	Valley Center Road Station
Spring Valley Road Station	

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SECTION C, EXHIBIT A – STATEMENT OF WORK



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SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

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SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER FORM

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____

CONTRACT NO: _____

REQUEST DATE: _____

CONTRACT DATE: _____

TASK ORDER NO: _____

PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ____ Standard Priority ____ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** ____ Firm Price ____ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

CONTRACTOR:

By: _____ Date: _____
Printed Name & Title: _____

PROJECT MANAGEMENT

Chief, Project Management Division (or other appropriate title)

By: _____ Date: _____
Printed Name & Title: _____

FISCAL

By: _____ Date: _____
Printed Name & Title: _____

COR, Contracting Officer's Representative

By: _____ Date: _____
Printed Name & Title: _____

DISTRIBUTION: ☐ COR (Original) ☐ Contractor ☐ Project Manager ☐ Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C – CONTRACT

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION

Next
Bid

Pavement Recycling Systems
704 Rock Springs Road
Escondido, CA 92025

BID Date: 11-3-15

BID Time: 11:00 am

Department of Purchasing & Contracting
County of San Diego, RFB No. 7132
5560 Overland Ave, Suite 270
San Diego, CA 92123

SD CNTY PURCH *15 NOV 03 AM 10:49

#2

hf

* Sealed Bid for RFB No. 7132 *



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

October 9, 2015

REQUEST FOR BID (RFB) 7132 DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING

The County of San Diego, Department of Public Works, Roads Divisions I in SpringValley, and Division II in San Marcos have a requirement for Asphalt Grinding in accordance with the Statement of Work and Terms and Conditions within. The Asphalt Grinding will be performed on an as-needed basis and shall be undertaken by the Contractor following the receipt of written task orders authorized by the County.

The contract period will be for an Initial Term Period of one year (Date of Award through November 30, 2016) plus two (2) one-year County option periods to extend through November 30, 2018. The County's estimate for these services is from \$100,000 to \$125,000 annually.

RFB CONTENT

This RFB package includes the following:

Transmittal Letter to Release the RFB

Section A - Cover Page (PC 600 Form) (Submit with the bid)

Representations and Certifications (**Submit with the bid**)

Indemnification Agreement (**Submit with the bid**)

Pricing Schedule (**Submit with the bid**)

Designation of Subcontractors (**Submit with the bid**)

Bidder/Offerror DVBE Information (**See Section B for submittal requirements**)

DVBE "Good Faith Effort" Package (**See Section B for submittal requirements**)

Section B – Instructions for Completing and Submitting Bid and Pre-Award Survey Requirements

Section C –

Standard Terms and Conditions

Exhibit A – Statement of Work

Exhibit A – Attachments 1 & 2 – Task Order Process & Sample Task Order Form

Exhibit B – Insurance Requirements

Exhibit C – Pricing Schedule

BID DUE DATE

Submit to the County of San Diego, Department of Purchasing and Contracting at Front Desk (where it will be time stamped to indicate time of receipt) at the address stated in the letterhead above in a sealed envelope or package clearly marked on the exterior with "RFB 7132" and the name and address of the offeror prior to **11:00 AM, Local Time on November 3, 2015**. Parking is limited, so be sure to deliver your bids early.

Late submission cannot be considered unless there was mishandling on the part of the County of San Diego purchasing staff. Submittals must be received at the Purchasing and Contracting front counter by the identified date and time. If utilizing a courier service or USPS, be advised that all courier service deliveries, including USPS, may be delivered to the County's central mail room which may result in late submission and rejection of your bid.

AWARD

Award of the contract, if awarded, will be awarded as stated on the Pricing Schedule to the lowest responsive, responsible bidder, for the total bid price, subject to the owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Unbalanced bidding will be cause for the entire bid to be rejected. The amount of the bid for comparison purposes will be the Total Bid Price.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to licensing, insurability, equipment, staffing, performance history and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C 6). The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

PRE-BID CONFERENCE

A pre-bid conference is not scheduled for this RFB.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFB must be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an addendum to the RFB to be issued for this RFB prior to the due date for receipt of the proposals. Therefore, questions received after **5:00 PM local time on October 21, 2015** may not be answered.

Questions are to be submitted in writing by email to:

Department of Purchasing and Contracting, Procurement Specialist:
maureen.schlentz@sdcounty.ca.gov

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – P&C 600 FORM

COUNTY OF SAN DIEGO
SECTION A-P&C 600 FORM

This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 7132
5560 OVERLAND AVE., SUITE 270
SAN DIEGO, CA 92123

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- ☐ ALL OR NONE
☒ EACH LOT
☐ TOTAL PRICE

UNSPSC Commodity Codes: 721000.0000
721411.0500

ISSUED: OCTOBER 9, 2015

FOR INFORMATION PLEASE CONTACT:

MAUREEN SCHLENTZ

MAUREEN.SCHLENTZ@SDCOUNTY.CA.GOV

BID OPENING DATE: NOVEMBER 3, 2015

BIDS MUST BE RECEIVED AT THE ABOVE
ADDRESS PRIOR TO 11:00 A.M.
ON DATE OF BID OPENING.

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.
(Please use typewriter or black ink)
YOUR ENVELOPE MUST INCLUDE RFB NO. 7132

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY), DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION, I AND II HAVE A REQUIREMENT FOR ASPHALT GRINDING ON AN AS NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS AND THE STATEMENT OF WORK REFLECTED HEREIN.

INITIAL TERM: DATE OF AWARD THRU NOVEMBER 30, 2016
FIRST OPTION PERIOD: DECEMBER 1, 2016 THRU NOVEMBER 30, 2017
SECOND OPTION PERIOD: DECEMBER 1, 2017 THRU NOVEMBER 30, 2018

PRICING SUBMITTED IS TO REMAIN FIRM FOR THE TERM PERIOD IDENTIFIED ABOVE. AWARD WILL BE MADE BY LOT. BIDDERS ARE NOT REQUIRED TO BID BOTH LOTS; HOWEVER, BIDDERS ARE REQUIRED TO SUBMIT PRICING ON ALL ITEMS IN EACH LOT IN ORDER TO BE CONSIDERED RESPONSIVE. BIDDERS SUBMITTING MORE THAN ONE (1) UNIT PRICE OR RANGE OF UNIT PRICES PER ITEM WILL BE CONSIDERED NON-RESPONSIVE.

A VALID CALIFORNIA A GENERAL ENGINEERING CONTRACTOR'S LICENSE IS REQUIRED TO PERFORM THE SERVICES OF THIS CONTRACT.

CONTRACTOR LICENSE NUMBER: 569352 A DIR REGISTRATION NUMBER: 1000003363

BIDDER ACKNOWLEDGES ADDENDUM NO. 1 ☐, 2 ☐, 3 ☐, 4 ☐, 5 ☐

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

NAME AND ADDRESS OF BIDDER

STREET, CITY, STATE, ZIP

TELEPHONE: NUMBER (760) 489-6888

FAX TELEPHONE: (760) 489-0808

E-MAIL dsante@pavementrecycling.com

PAYMENT TERMS NET 30 DAYS OR 0% 30 DAY

NAME AND TITLE OF PERSON AUTHORIZED

TO SIGN OFFER: Don Sante - Chief Estimator

SIGNATURE

OFFEROR DATE

PRINTED TITLE: Chief Estimator

-----NOTIFICATION OF AWARD-----

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC No.)

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

By:

DATE:

JOHN M. PELLEGRINO, DIRECTOR
DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT

AWARD No.

NAME AND TITLE OF PROCUREMENT SPECIALIST

SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government
Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

- 3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☐ Yes ☒ No
- 3.2. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No
- 3.3. Are you certified by the State of California as a:
☐ Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
☐ Small Business Enterprise (SBE)
Certification #: _____
See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and
- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.
- 4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
- 4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Don Sante
Title: Chief Estimator
Company/Organization: Pavement Recycling Systems, Inc.

Signature: 
Date: 11-2-15

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
INDEMNIFICATION AGREEMENT

THE FOLLOWING INDEMNIFICATION AGREEMENT IS TO BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego ("County") and Pavement Recycling Systems ("Offeror") with reference to the following facts:

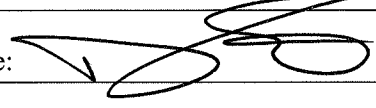
WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq.. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

OFFEROR Name: <u>Don Sante</u>	Signature: 
Title: <u>Chief Estimator</u>	Date: <u>11-2-15</u>
Company/Organization: <u>Pavement Recycling Systems, Inc.</u>	

SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot I – Division I Initial Term: Date of Award thru November 30, 2016		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ <u>625⁰⁰</u>	\$ <u>25,000⁰⁰</u>
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$ <u>335⁰⁰</u>	\$ <u>3,350⁰⁰</u>
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ <u>170⁰⁰</u>	\$ <u>3,400⁰⁰</u>
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$ <u>625⁰⁰</u>	\$ <u>37,500⁰⁰</u>
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$ <u>335⁰⁰</u>	\$ <u>13,400⁰⁰</u>
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ <u>170⁰⁰</u>	\$ <u>3,400⁰⁰</u>
LOT 1 INITIAL TERM TOTAL: (Transfer Total to Pricing Summary)				\$ <u>86,050⁰⁰</u>

Lot 1 – Division I County Option 1: December 1, 2016 thru November 30, 2017		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ <u>675⁰⁰</u>	\$ <u>27,000⁰⁰</u>
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$ <u>361⁰⁰</u>	\$ <u>3,610⁰⁰</u>
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ <u>184⁰⁰</u>	\$ <u>3,680⁰⁰</u>
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$ <u>675⁰⁰</u>	\$ <u>40,500⁰⁰</u>
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$ <u>361⁰⁰</u>	\$ <u>14,440⁰⁰</u>
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ <u>184⁰⁰</u>	\$ <u>3,680⁰⁰</u>
LOT 1 COUNTY OPTION 1 TOTAL: (Transfer Total to Pricing Summary)				\$ <u>92,910⁰⁰</u>

COMPANY NAME: Pavement Recycling Systems, Inc
 SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 1 – Division I County Option 2: December 1, 2017 thru November 30, 2018		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	A. *Hourly Rate for the four (4) hour minimum	40 hrs	\$729 ⁰⁰	\$29,160 ⁰⁰
	B. Hourly Rate after first four (4) hour minimum	10 hrs	\$389 ⁰⁰	\$3,890 ⁰⁰
	C. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$199 ⁰⁰	\$3,980 ⁰⁰
2	Rental 48" Asphalt Grinder with operator			
	D. *Hourly Rate for four (4) hour minimum	60 hrs	\$729 ⁰⁰	\$43,740 ⁰⁰
	E. Hourly Rate after first four (4) hour minimum	40 hrs	\$389 ⁰⁰	\$15,560 ⁰⁰
	F. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$199 ⁰⁰	\$3,980 ⁰⁰
LOT 1 COUNTY OPTION 2 TOTAL: <i>(Transfer Total to Pricing Summary)</i>				\$100,310 ⁰⁰

*The county will guarantee payment for a minimum of four (4) hours providing equipment does not need repair. Rental rate will stop while equipment is out of service for more than 30 minutes due to breakdown or repair.

**This rate will cover move from vendor's base location to the County jobsite and the subsequent move-off. If job locations change during the same day requiring the grinder to be transported, Contractor will be paid for an additional move.

*** MOVE-ON, MOVE-OFF RATE: This one-time charge will cover move from Contractor's base to County job location and back to Contractor's base at end of job.

ESTIMATED QUANTITIES: THE ESTIMATED QUANTITIES IN SECTION "A", PRICING SCHEDULE ARE PROVIDED SOLELY FOR EVALUATION OF BIDS. THEY REPRESENT APPROXIMATE ANTICIPATED USE BASED ON HISTORICAL USE. IF THE COUNTY'S ACTUAL REQUIREMENTS DO NOT RESULT IN ACTUAL QUANTITIES DESCRIBED AS "ESTIMATED" IN THE PRICING SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR PRICE ADJUSTMENT. ALL TASKS WILL BE BILLED AT THE PRICE PER UNIT FIGURE LISTED ON THE PRICING SCHEDULE. PAYMENT WILL BE BASED ON ACTUAL LOADS HAULED.

COMPANY NAME: Pavement Recycling Systems, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 5 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 2 – Division II Initial Term: Date of Award thru November 30, 2016		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ <u>675⁰⁰</u>	\$ <u>25,000⁰⁰</u>
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$ <u>335⁰⁰</u>	\$ <u>3,350⁰⁰</u>
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in hourly rate)	20 hrs	\$ <u>n/a</u>	\$ <u>n/a</u>
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$ <u>675⁰⁰</u>	\$ <u>37,500⁰⁰</u>
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$ <u>335⁰⁰</u>	\$ <u>13,400⁰⁰</u>
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ <u>n/a</u>	\$ <u>n/a</u>
LOT 2 INITIAL TERM TOTAL: (Transfer Total to Pricing Summary)				\$ <u>79,250⁰⁰</u>

Lot 2 – Division II County Option 1: December 1, 2016 thru November 30, 2017		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$ <u>675⁰⁰</u>	\$ <u>27,000⁰⁰</u>
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$ <u>361⁰⁰</u>	\$ <u>3,610⁰⁰</u>
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ <u>n/a</u>	\$ <u>n/a</u>
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$ <u>675⁰⁰</u>	\$ <u>40,500⁰⁰</u>
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$ <u>361⁰⁰</u>	\$ <u>14,440⁰⁰</u>
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ <u>n/a</u>	\$ <u>n/a</u>
LOT 2 COUNTY OPTION 1 TOTAL: (Transfer Total to Pricing Summary)				\$ <u>85,550⁰⁰</u>

COMPANY NAME: Pavement Recycling Systems, Inc.
 SUBMIT THIS COMPLETED FORM AS PAGE 6 OF THE BID

REQUEST FOR BID (RFB) 7132
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION I & DIVISION II
HAVE A REQUIREMENT FOR AS-NEEDED ASPHALT GRINDING
SECTION A – PRICING SCHEDULE

Lot 2 – Division II County Option 2: December 1, 2017 thru November 30, 2018		Estimated Annual Usage	Hourly Rate	Extended Price
1	Rental 24" Asphalt Grinder with operator			
	G. *Hourly Rate for the four (4) hour minimum	40 hrs	\$729 ⁰⁰	\$29,160 ⁰⁰
	H. Hourly Rate after first four (4) hour minimum	10 hrs	\$389 ⁰⁰	\$3,890 ⁰⁰
	I. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ n/a	\$ n/a
2	Rental 48" Asphalt Grinder with operator			
	J. *Hourly Rate for four (4) hour minimum	60 hrs	\$729 ⁰⁰	\$43,740 ⁰⁰
	K. Hourly Rate after first four (4) hour minimum	40 hrs	\$389 ⁰⁰	\$15,560 ⁰⁰
	L. **Move-on / Move-off (mark N/A if move-on / move-off is included in	20 hrs	\$ n/a	\$ n/a
LOT 2 COUNTY OPTION 2 TOTAL: <i>(Transfer Total to Pricing Summary)</i>				\$92,350 ⁰⁰

*The county will guarantee payment for a minimum of four (4) hours providing equipment does not need repair. Rental rate will stop while equipment is out of service for more than 30 minutes due to breakdown or repair.

**This rate will cover move from vendor's base location to the County jobsite and the subsequent move-off. If job locations change during the same day requiring the grinder to be transported, Contractor will be paid for an additional move.

ESTIMATED QUANTITIES: THE ESTIMATED QUANTITIES IN SECTION "A", PRICING SCHEDULE ARE PROVIDED SOLELY FOR EVALUATION OF BIDS. THEY REPRESENT APPROXIMATE ANTICIPATED USE BASED ON HISTORICAL USE. IF THE COUNTY'S ACTUAL REQUIREMENTS DO NOT RESULT IN ACTUAL QUANTITIES DESCRIBED AS "ESTIMATED" IN THE PRICING SCHEDULE, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR PRICE ADJUSTMENT. ALL TASKS WILL BE BILLED AT THE PRICE PER UNIT FIGURE LISTED ON THE PRICING SCHEDULE. PAYMENT WILL BE BASED ON ACTUAL LOADS HAULED.

COMPANY NAME: Pavement Recycling Systems, Inc
 SUBMIT THIS COMPLETED FORM AS PAGE 7 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

PRICING SUMMARY

ASPHALT GRINDERS (WITH OPERATORS)		INITIAL TERM	COUNTY OPTION 1	COUNTY OPTION 2	TOTAL (BASIS FOR AWARD)
1	LOT 1 – DIVISION I	\$86,050 ⁰⁰	\$92,910 ⁰⁰	\$100,310 ⁰⁰	\$279,270 ⁰⁰
2	LOT 2 – DIVISION II	\$79,250 ⁰⁰	\$85,550 ⁰⁰	\$92,350 ⁰⁰	\$257,150 ⁰⁰

COMPANY NAME: Pavement Recycling Systems, Inc.

SUBMIT THIS COMPLETED FORM AS PAGE 8 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of bid. The remainder of the information shall be submitted by email to the listed contact for this solicitation within 24 hours of bid submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	N/A				
	"NONE"				

Total Percent SUBCONTRACTED: 0

SUBMIT THIS COMPLETED FORM AS PAGE 9 OF THE BID

No Subcontractors due to single equipment rental.



REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – DESIGNATION OF SUBCONTRACTORS

BUSINESS NAME (PRIME) <i>Pavement Recycling Systems, Inc.</i>	DIR REGISTRATION NO. <i>1000003363</i>	EMAIL ADDRESS <i>dsante@pavementrecycling.com</i> <small>(Point of Contact for <u>this</u> Project)</small>
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input checked="" type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		
BUSINESS NAME (SUB)		
DIR REGISTRATION NO.		
EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		
BUSINESS NAME (SUB)		
DIR REGISTRATION NO.		
EMAIL ADDRESS <small>(Point of Contact for <u>this</u> Project)</small>		
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS
<input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER		

SUBMIT THIS COMPLETED FORM AS PAGE 10 OF THE BID

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A – BIDDER/OFFEROR DVBE INFORMATION

COUNTY OF SAN DIEGO
 BIDDER/OFFEROR DVBE INFORMATION
 (DUE WITHIN TWO (2) DAYS OF BID OPENING)

DATE: 11-2-15 Bid/Offer No.: RFB 7132
 PROJECT TITLE: AS-NEEDED Asphalt Grinding Project/Activity No.: RFB 7132
 BIDDER/OFFEROR: PAVEMENT Recycling Systems, Inc.
 BIDDER/OFFEROR REPRESENTATIVE: DON SANTI

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
	No Request Since No Subs Required		
		"NONE"	
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME/SUBCONTRACTOR/VENDOR)			\$ <u>Ø</u>

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION.

CALCULATION		
Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$ $\frac{\quad}{\quad} \times 100 = \underline{0} \%$	3% *See DVBE Participation information sections for further information.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DVBE “Good Faith Effort” Package

Documentation of Good Faith Effort
(Due within two (2) days of bid opening)

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” estimated by the County to be between \$500,000 and \$1 million.

Date: 11-2-15 Bid/Offer No.: 7132
Project Title: AS-NEEDED ASPHALT GRINDING Project/Activity No. : 7132
Bidder/Offeror: Pavement Recycling Systems, Inc
Bidder/Offeror Representative: DON SANLE

Please check off the following to insure you have included them in your documentation:

- ☐ Documentation of “Good Faith Effort” (3 pages including this page)
- ☐ Attachment of Any Additional Supporting Documentation

No Subs required

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

COUNTY OF SAN DIEGO
DOCUMENTATION OF GOOD FAITH EFFORT

- A. List potential DVBEs that the bidder solicited prior to prime contractor bid submittal for participation in this contract along with dates.

Certified DVBE Firm	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. <i>* No Solicitation since no subs are NEEDED for Single machine Rental</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4. <i>"NONE"</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		<input type="checkbox"/> Yes <input type="checkbox"/> No
13.		<input type="checkbox"/> Yes <input type="checkbox"/> No
14.		<input type="checkbox"/> Yes <input type="checkbox"/> No
15.		<input type="checkbox"/> Yes <input type="checkbox"/> No

B. Solicitations

DVBE Solicitation Sample:

Bidder must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION A –DVBE “GOOD FAITH” PACKAGE

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations prime contractor bid submittal (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)
NONE	N/A				

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. RFB NO. 7108 shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-505-6367).
2. Submit the following documents with your bid:

- Completed PC 600;
- Completed Representations and Certifications;
- Completed Pricing Schedule;
- Completed Designation of Subcontractors Form;

Submit the following documents in accordance with Item D of this Section:

- Completed Bidder/Offeror DVBE Information;
- Completed DVBE "Good Faith Effort" Package

Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **5560 Overland Avenue, Suite 270, San Diego, CA 92123, no later than 11:00 a.m. on November 3, 2015**. Bids will be publicly opened at that time.

3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the office designated in the solicitation after the exact time for receipt will be rejected as a late bid, will not be considered for award, and will be returned to the bidder unopened.
5. If you do not bid, please return the cover sheet and state reason for not bidding.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

6. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on October 21, 2015.**
7. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
8. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-505-6367 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total extended price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail in accordance with the following:

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

1. As to lump sum items, the amount set forth in the "total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that may be considered include but are not limited to insurability, equipment, staffing, experience, and references.
7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.DPWR.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form and the "Good Faith Effort" Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award,

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION B –INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID
AND PRE-AWARD SURVEY REQUIREMENTS

in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

3. For purposes of clarification regarding Board of Supervisors Policy “A-97, Protest Procedures for Award of Contracts” the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (“NOI”).

E. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

"County" shall mean The County of San Diego, California

"Offeror" shall mean any person, firm, partnership, or corporation submitting a proposal to County in response to this solicitation.

"Contractor" shall mean the offeror whose proposal is accepted by County and who has entered into an agreement with County to provide the equipment and services described herein.

"Vendor" shall mean the same as contractor.

2. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION ENCOURAGED
(Rev. 11/97)

County Board of Supervisor's policies B-53 and B-39 A encourages the participation of small and Disabled Veterans Business Enterprises (DVBE) in County procurement. Section A of this solicitation (Representations & Certifications) contains a description of the County's requirements to qualify as an (DVBE). Perspective (DVBE) bidders/offerors are encouraged to contact the Contracting Office representative listed on the face of this Request for Bid (RFB) or Request for Proposal (RFP) for information concerning the County's procurement procedures.

3. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a bid to a public purchasing body, the vendor offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the vendor.

4. CAL OSHA

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. FORMAL BIDS

In the event this bid results in a purchase order, terms and conditions of this bid are incorporated herein and from a part of the purchase order. In the event of any conflict or inconsistency between the terms of the formal bid or award, the terms of this formal bid shall control.

6. INSPECTION

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

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7. TERMINATION FOR DEFAULT

The County may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- 7.1. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the vendor as full compensation for performance until such termination:

- 8.1. The unit or pro rata price for the delivered and accepted portion.
- 8.2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 8.3. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 8.4. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TITLE

Title to the material and supplies purchased shall pass directly from vendor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

10. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

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11. HAZARDOUS SUBSTANCES (July 2008)

If any product being delivered or supplied to the County under this contract/purchase order is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard. (County of San Diego Administrative Manual, 0300-02, Hazard Communication Program).

No product which is manufactured with fully halogenated chlorofluorocarbons (CFC) shall be delivered or supplied, or used on a job site in performance of this contract/purchase order unless specifically described in the stated requirements of this contract/purchase order or otherwise explicitly authorized by the County Director, Purchasing and Contracting.

12. PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 12.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- 12.2. Profit-making firms or businesses in which employees described in sub-section (a) of code serve as officers, principals, partners, or major shareholders;
- 12.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-section and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- 12.4. Profit-making firms or businesses in which the former employees described in sub-section 16.3 of code serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, offeror certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

13. ESTIMATED QUANTITIES

The Estimated Quantities in Exhibit "C", Pricing Schedule, are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

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14. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

15. INSPECTION OF SERVICE/MATERIALS/SUPPLIES

- 15.1. All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of the contract. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.
- 15.2. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed are of such nature that the difference cannot be corrected, the County shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the contract, the County shall have the right to either (1) by contract or to otherwise have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to the County that is directly related to the performance of such services, or (2) terminate this contract for default as provided in the Termination clause.

16. DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall furnish the decision to the Contractor in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Contracting Officer's decision.

- 16.1. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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17. CHANGES

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided however, that claims for money due or to become due to the Contractor from the County under this contract may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

19. INDEMNITY

County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, changes or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

20. CONDUCT OF CONTRACTOR

- 20.1. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 20.2. The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

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- 20.3. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 20.4. The Contractor or employees thereof shall not offer gifts, gratuity, favors, entertainment directly or indirectly to County employees.

21. DISALLOWANCE

In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

22. GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California.

23. AUDIT AND INSPECTION OF RECORDS

- 23.1. General. The County shall have the audit and inspection rights described in this section.
- 23.2. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 23.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by (1) and (2) below:
- 23.3.1. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 23.3.2. Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.

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- 23.4. The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

24. PATENT AND COPYRIGHT INFRINGEMENT

The contractor shall report to the contracting officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

25. CONTRACTOR REPRESENTATION

Unless the contractor expressly states otherwise in his proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the contractor, by responding, represents that in its opinion the system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

26. WARRANTY

Contractor agrees that the equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

27. PERMITS, NOTICES, FEES AND LAWS

The contractor shall, at contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

28. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statutes which apply to the work performed pursuant to this contract, including any requirements specified in state government codes.

29. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

30. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose,

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distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

31. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

32. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

33. DRUG & ALCOHOL FREE WORKPLACE

The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County employed Contractors and Contractor employees shall assist in meeting this requirement.

- 33.1. As a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
 - 33.1.1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 33.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - 33.2.1. Shall not sell, offer, or provide alcohol or a drug to another person.
 - 33.2.2. Shall not be applicable to a Contractor or Contractor employee who, as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 33.3. The Contractor shall inform all employees that are performing service for the County on County property or using County equipment, of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 33.4. The County may Terminate for Default or Breach this Agreement and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the above.

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34. ORDERING

Orders will be placed on as-needed basis. Site contact will provide a task order to the Contractor, as needed, prior to requested delivery, see Section C, Exhibit A – Task Order Information Attachments 1 -2.

35. INVOICES

All deliveries must be accompanied by invoices or delivery tickets. A copy of each invoice or delivery ticket must be signed by the individual accepting delivery. Invoices shall include item, description, quantity, delivery point, price, terms, purchase order number, release number (if applicable to a blanket purchase agreement) and any data relative to the shipment. Original invoices shall be mailed to the County address as specified in the purchase order or blanket purchase agreement release.

36. RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

37. SEVERABILITY

Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

38. CONFORMING STANDARDS

All sand shall conform to specifications as detailed in the statement of work.

39. CONFIRMATION OF RECEIPT AND RESPONSE TIMES

Sand requests will be forwarded to the vendor via email phone or fax. The vendor shall confirm, via email or phone, within one working day after submittal with the details.

40. DELIVERY OF MATERIALS (IF REQUIRED)

Delivery location shall be to the locations listed below:

The County of San Diego
Division I Headquarters
11970 Singer Lane
Spring Valley, CA 91978

The County of San Diego
Division II Headquarters
1579 Osage Street
San Marcos, CA 92069

41. AGREEMENT TERM. This Agreement shall be effective: Date of Award, 2015 (“Effective Date”) and end on November 30, 2016 (“Initial” Term”) for a period of one year.

42. OPTION TO EXTEND. The County’s option to extend is for two (2) increments of one (1) year each for a total of two (2) years beyond the execution of the Initial Term, not to exceed November 30, 2018, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

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Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each option to extend shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

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SECTION C, EXHIBIT A – STATEMENT OF WORK

GENERAL INFORMATION:

Contractor shall provide a concrete/asphalt cutting service to facilitate repairs to distressed roadways and various concrete structures situated within County right-of-way on an as needed basis. All work performed by the Contractor shall conform to applicable State, Federal and Local rules, laws and governing regulations.

TYPICAL APPLICATIONS:

- Saw cutting for pavement excavation and repair projects.
- Concrete cutting for sidewalks, curbs/gutter, and driveways repairs
- Coring Curbs, concrete walls and slabs etc.,

LICENSING

A valid California C-8 Concrete or D-06 Concrete-Related Services contractor's license is required to perform the services of this contract. Additional services are subject to the provisions of the Subletting and Fair Practices Act, Section 4100 et seq. of the California Public Contract Code.

DUST CONTROL:

Dust generated from cutting or coring operations shall be controlled to ensure compliance with applicable State, Federal and Local rules, laws and regulations. All residual dust and debris shall be cleaned and removed by the Contractor upon completion of work.

CONCRETE SLURRY CONTROL REQUIREMENT:

Appropriate Best Management Practices shall be deployed by the contractor to contain slurry during cutting and coring operations. Slurry must be cleaned and removed by the contractor upon completion of work. All drainage conveyance systems impacted by the cutting or coring operation shall be properly protected against slurry run-off.

HOURS OF OPERATION:

Service shall be provided on an as-needed-basis between the hours of 7:30 a.m. and 4:00 p.m. Tuesday through Friday excluding weekends and/or County observed holidays.

SIGNS AND TRAFFIC CONTROL:

Signs and Traffic Control will be provided by the County.

BID EVALUATION:

Bids will be evaluated based upon a fixed hourly rate for a two-person operation and shall include all equipment, labor and materials required to perform the service for a single hourly rate. The County must approve all work methods proposed by the Contractor prior to issuance of the Purchase Order.

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MINIMUM RATE:

If, after arrival at the start location, the County for any reason cancels the work on the project, the vendor will be paid a two (2) hour minimum rate. Hours in excess of the two (2) hours worked will be paid for the actual hours worked. Compensation for hours worked will commence and end at the job location. No compensation for travel will be provided.

PREVAILING WAGES

The Contractor to whom the contract is awarded shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. Workers must be classified and paid according to the work they actually perform, regardless of union affiliation or other titles or designations. In addition, the contractor must submit the certified payroll along with the invoice for each invoice period.

General Prevailing Wage Determinations are available from the Department of Industrial relations on the INTERNET at <http://www.dir.ca.gov/DLSR/PWD>

The Contractor shall be in compliance with all provisions of the California Labor Code in its most current form. Offerors are cautioned that the Code is subject to change and that they, and not the County, are responsible for responding to these changes.

PAYROLL RECORDS

The contractor's attention is directed to the following provisions of Labor Code Section 1776 (Stats, 1987, Ch. 1249). The contractor shall be responsible for the compliance with these provisions by his subcontractors.

Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work.

DAILY WORK TICKETS:

Daily work tickets must be provided for each workday. Each ticket must contain the following information:

- The Employee's name(s) that worked.
- Date of service.
- Total number of hours worked
- Station area
- Station area Road Crew Supervisor or their authorized representative's signature.

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NOTIFICATION OF SERVICE REQUEST

Services shall be provided on an as needed basis. Site contact will provide a task order form to the Contractor, as needed, prior to requested work to be performed, see Section C, Exhibit A- Statement of Work, Attachments 1 & 2.

INVOICING:

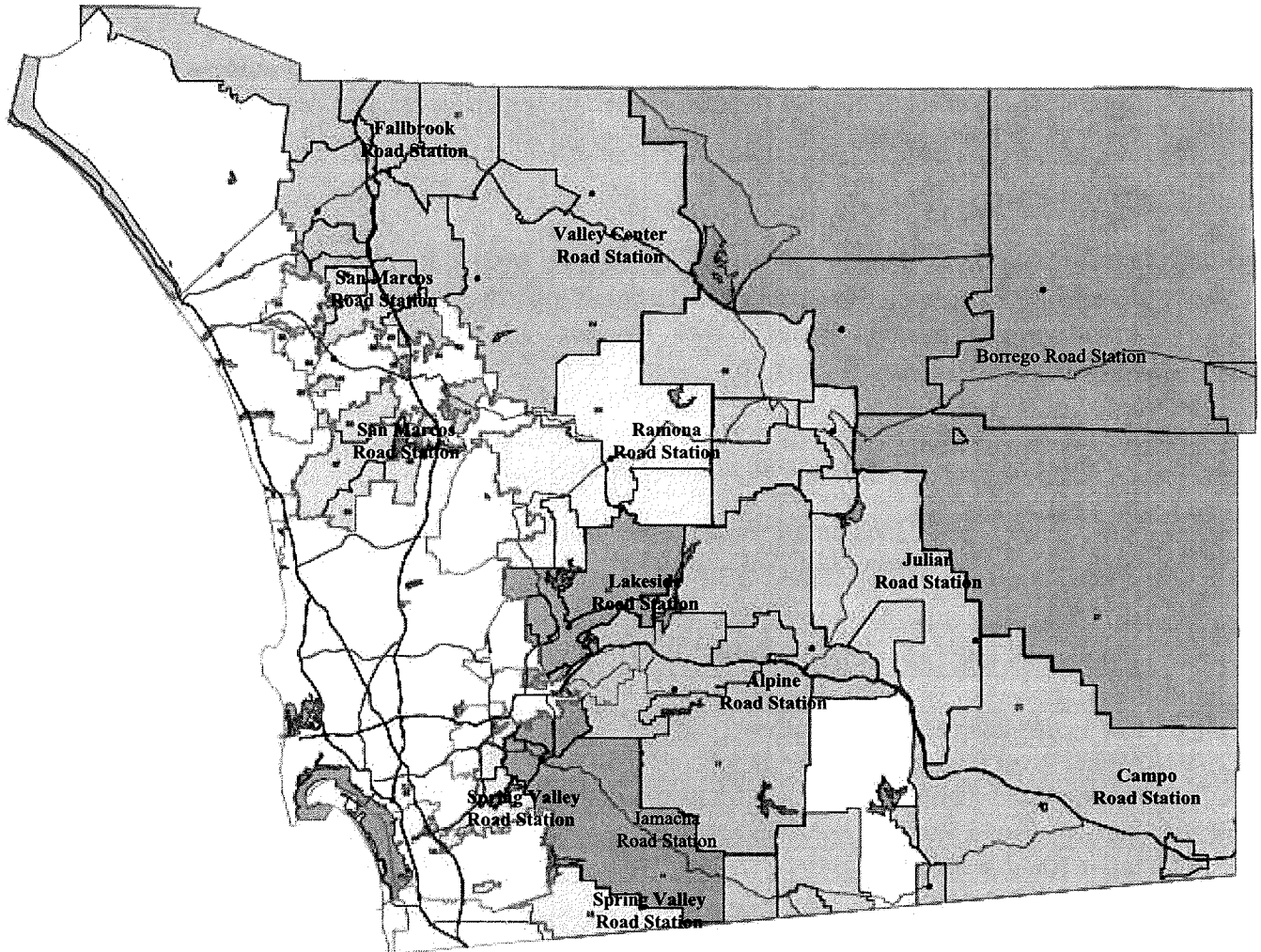
All invoices must contain complete and accurate information. In the event that an invoice error is detected, the Contractor must submit a corrected invoice prior to payment. Invoicing for services shall be provided on a monthly basis to each Division. All invoices must contain the following line-item information:

- Date of service
- Total number of hours worked.
- Corresponding daily work ticket number (Include copy of daily work ticket).
- Include all required prevailing wage documentation with invoices (certified payroll record).

SERVICE LOCATIONS (SEE ATTACHED MAP FOR GEOGRAPHICAL BOUNDARIES)

Lot 1: Division I, Spring Valley	Lot 2: Division II, San Marcos
Alpine Road Station	Borrego Road Station
Campo Road Station	Fallbrook Road Station
Jamacha Road Station	Ramona Road Station
Julian Road Station	San Marcos Road Station
Lakeside Road Station	Valley Center Road Station
Spring Valley Road Station	

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SECTION C, EXHIBIT A – STATEMENT OF WORK



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SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1 - TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C, EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER FORM

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____

CONTRACT NO: _____

REQUEST DATE: _____

CONTRACT DATE: _____

TASK ORDER NO: _____

PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ____ Standard Priority ____ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** ____ Firm Price ____ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

CONTRACTOR:

By: _____ Date: _____
Printed Name & Title: _____

PROJECT MANAGEMENT

Chief, Project Management Division (or other appropriate title)

By: _____ Date: _____
Printed Name & Title: _____

FISCAL

By: _____ Date: _____
Printed Name & Title: _____

COR, Contracting Officer's Representative

By: _____ Date: _____
Printed Name & Title: _____

DISTRIBUTION: ☐ COR (Original) ☐ Contractor ☐ Project Manager ☐ Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$25,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$25,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$25,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non- owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS FOR CONTRACTOR

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

REQUEST FOR BID (RFB 7132)
DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION
HAS A REQUIREMENT FOR AS NEEDED ASPHALT GRINDING SERVICES
SECTION C – CONTRACT

FOR CONTRACT PURPOSES SECTION A: PRICING SCHEDULE WILL BECOME
EXHIBIT C – PRICING SCHEDULE UPON CONTRACT EXECUTION